

# **INFORMATION HANDOUT**

**For Contract No. 03-1A8434  
NEAR SOUTH LAKE TAHOE  
FROM CASCADE ROAD TO UPPER EMERALD BAY ROAD**

**Identified by  
Project ID 03000002244**

## **PERMITS**

TAHOE REGIONAL PLANNING AGENCY PERMIT

UNITED STATE ARMY CORP OF ENGINEERS

STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, RIGHT OF ENTRY PERMIT

## **WATER QUALITY**

LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD

BOARD ORDER No. RT-2014-0037

## **AGREEMENTS**

CALIFORNIA DEPARTMENT OF FISH AND WILDLIF, FINAL STREAMBED ALTERATION AGREEMENT

Notification No. 1600-2014-0057-R2

USDA, LETTER OF CONSENT, EXHIBIT 01

## **ADDITIONAL INFORMATION**

NATINA ESTIMATE FOR STEEL ITEMS TO BE STAINED

## **MATERIALS INFORMATION**

AERIALY DEPOSITED LEAD SITE INVESTIGATION REPORT

## **GEOTECHNICAL INFORMATION**

**Geotechnical Design Report, July 25, 2012.**

**Ground Penetrating Radar Survey, Emerald bay Rubble Wall, October 7, 2004.**

**Preliminary Geotechnical Report, October 29, 2003**

STATE OF CALIFORNIA,  
DEPARTMENT OF PARKS AND RECREATION,  
RIGHT OF ENTRY PERMIT

## RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation

Project: EA 1A8439

03-ED-89-PM-13.9/17.7

Emerald Bay

APN's: 018-060-03, 018-060-04, 018-060-05,  
018-070-021, 018-050-011

This Right of Entry Permit (Permit) is made and entered into this fifth day of March, 5/5/2014, between Department of Parks and Recreation, hereinafter called (State Parks), and the Department of Transportation, hereinafter called (Caltrans).

### RECITALS

- **Whereas**, the State Parks owns, operates and maintains Emerald Bay State Park (Area), in the County of El Dorado, State of California; and identified as assessor's parcel numbers 018-060-03, 018-060-04, 018-060-05, 018-070-021 & 018-050-01.
- **Whereas**, Caltrans has applied to State Parks for permission to access Area for purposes of perfecting title and improving the quality of storm water runoff on highway 89 (Project).
- **Whereas**, the State Parks desires to accommodate Caltrans' application for permission to enter Area for the purposes of the Project, as provided herein and to the extent, that such Project may be ultimately described, permitted, approved and conditioned by Caltrans' environmental documents entitled Water Quality Improvement project, Initial Study Negative Declaration and Categorical Exemption (Environmental Document), attached hereto as Exhibit "A" and described in Exhibit "B" herein incorporated by reference, and California State Parks Project Evaluation document with staff review for CEQA and NOE attached hereto, and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.

### TERMS AND CONDITIONS

**Now therefore**, the State Parks by this Permit hereby grants to the Caltrans permission to enter upon State Parks' property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Caltrans any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State Parks hereby grants to the Caltrans permission to enter onto those lands depicted on Exhibit "B" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of perfecting title and implementing water control measures along a segment of highway 89, the limits of which are described in the Environmental Document.
2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Caltrans' obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Caltrans' use of the Property, and upon Caltrans' compliance with all applicable municipal, State Parks and federal laws, rules and regulations, including all State Park regulations. Caltrans shall, at Caltrans' sole cost and expense, comply with the project description, and requirements and mitigations contained in the Environmental Document.

Prior to commencement of any work, Caltrans shall obtain all such legally required permits or approvals and submit to the State Parks full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

3. **Term of Permit:** This Permit shall only be for the period beginning on May 7, 2014, and ending on May 1, 2016, or as may be reasonably extended by written mutual agreement of the Parties.
4. **Consideration:** Caltrans agrees to pay State Parks the sum of \$0.00 as consideration for the rights granted by this Permit. Payment is due upon execution of this Permit.
5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.

6. **Waiver of Claims and Indemnity:** Caltrans waives all claims against State Parks, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Caltrans further agrees to protect, save, hold harmless, indemnify and defend State Parks, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State Parks, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Caltrans of the rights herein granted, Caltrans' use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State Parks. Caltrans will further cause such indemnification and waiver of claims in favor of State Parks to be inserted in each contract that Caltrans executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Caltrans shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Caltrans shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Caltrans' contractors to abide by State Parks' terms and conditions shall constitute default by Caltrans (see DEFAULT paragraph below) allowing State Parks to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Caltrans' indemnification and waiver of claims contained herein, Caltrans shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

**A. Commercial Permittees**

Caltrans shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle, including all owned, hired, and non-owned motor vehicles.

Caltrans shall maintain statutory Workers' Compensation and employer's liability insurance coverage in the amount of \$1,000,000/employee/disease/each accident, for all its employees who will be engaged in the performance of work on the Property, including special extensions where applicable. Said policy shall include a waiver of subrogation in favor of State Parks. If the Caltrans has no employees and/or the owner(s) have elected not to be covered by workers compensation Caltrans shall provide State Parks with a written confirmation that Caltrans is not required to be, and/or has elected not to be, covered by Workers' Compensation.

Caltrans shall procure commercial general liability insurance at least as broad as the most commonly available ISO policy form CG 0001 covering premises operations, products/completed operations, personal/advertising injury and contractual liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Caltrans limits of liability

**B. Private Party Permittees**

Caltrans shall maintain personal auto insurance with limits of not less than \$100,000 bodily injury per person, \$300,000 bodily injury per accident, and \$50,000 property damage per accident.

Caltrans shall maintain comprehensive personal liability with limits of not less than \$300,000 each occurrence.

Each policy of insurance required by this provision shall: (a) be in a form, and written by an insurer, reasonably acceptable to State Parks; (b) be maintained at Caltrans' sole expense; and (c) require at least thirty (30) days written notice to State Parks prior to any cancellation, non-renewal or material modification of insurance coverage.

Insurance companies issuing such policies shall have a rating classification of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies shall be licensed admitted insurers or eligible surplus lines insurers authorized to do business in the State Parks of California.

Said motor vehicle liability and commercial general liability policies shall contain an endorsement naming the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION as an additional insured at no cost to State Parks.

Caltrans shall provide to State Parks evidence that the insurance required to be carried by this Permit, including the endorsements affecting the additional insured status and waiver of subrogation, is in full force and effect and that premiums therefore have been paid. Such evidence shall, at State Parks' discretion, be in either the form of an ACORD Form (Certificate of Insurance) or DPR Form 169A (Certificate of Insurance for Concession Contracts/Special Events), or a certified copy of the original policy, including all endorsements.

Caltrans is responsible for any deductible or self-insured retention contained within the insurance program.



Should Caltrans fail to keep the specified insurance in effect at all times, Caltrans shall be considered to be in default of this Permit, and State Parks may, in addition to any other remedies it has, terminate this Permit.

Caltrans shall require and ensure that all contractors and subcontractors have adequate insurance meeting the coverage requirements in this provision.

Any insurance required to be carried shall be primary and not excess to any other insurance carried by State Parks.

Coverage shall be in force for the complete term of this Permit, including any extension thereof, and for all work being done for which this Permit is required.

9. **Reservation of Rights:** State Parks reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Caltrans' rights herein.
10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State Parks.
11. **Notice of Work:** Any required notices to State Parks shall be sent to the State Parks authorities in charge of D. L. Bliss State Park at least forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Caltrans shall provide the State Parks contact[s] named below with written notice of Caltrans' intent to enter the Property. Caltrans shall also notify the State Parks contact[s] listed below in writing at least forty-eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State Parks personnel need to contact Caltrans, State Parks shall notify Caltrans' contact person listed below:

**STATE PARKS:**

District Superintendent  
Sierra District Headquarters  
7360 West Lake Boulevard  
Post Office Box 266  
Tahoma, CA 96142  
(530) 525-9523  
mlinkem@parks.ca.gov

**CALTRANS:**

Caltrans  
District 3, Right of Way Property Management  
703 B Street  
Marysville, CA 95901  
Telephone: 530-741-4226  
Fax: 530-741-4490

12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State Parks, shall work exceed that which is authorized by this Permit.
13. **Public Safety:** Caltrans shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Caltrans shall remove such fencing within two (2) days after the completion of work. Caltrans shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
14. **Compliance with Monitoring and Mitigation Measures:** Resource monitoring and mitigation measures identified by Categorical Exemption/ Categorical Exclusion Form ("CE") and Initial Study with Mitigated Negative Declaration ("IS") shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Caltrans' activities conducted under this Permit shall comply with all State Parks and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Caltrans' archaeological consultants working within the boundaries of the Property shall obtain a permit from the California State Parks Archaeology, History & Museums Division prior to commencing any archaeological or cultural investigations of the Property.

Caltrans shall immediately advise State Parks' contact person if any new site conditions are found during the course of permitted work. State Parks will advise Caltrans if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Caltrans shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Caltrans shall make all excavation activities on the Property available to the State Parks Archaeologist for observation and monitoring. During excavation, the State Parks archaeological monitor may observe and report to the State Parks on all excavation activities. State Parks archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, ground stone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Caltrans' work will be redirected to other tasks, until after a State Parks-qualified archaeologist has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Caltrans. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

Caltrans shall provide a written work schedule to State Parks so that the State Parks archaeological monitor can arrange to be on site on the necessary days. Caltrans shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors.

15. **Restoration of Property:** Caltrans shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Parks Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.
16. **Performance Bond:** If required by State Parks in order to ensure that Caltrans performs and completes its obligations in accordance with the terms of the Permit, Caltrans shall obtain a Performance Bond in the amount of from a surety duly licensed in the State Parks of California. Caltrans shall provide State Parks with a copy of such insurance bond.
17. **Right to Halt Work:** The State Parks reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Caltrans, in the event the State Parks determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or State Parks park personnel, or to the natural or cultural resources of the State Parks park.
18. **Use Restrictions:** The use of the Property by Caltrans, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State Parks. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the State Parks Park. Caltrans shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Caltrans, its employees, agents or contractors for patrol, maintenance or repair purposes only, and only to the extent specified by State Parks, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, State Parks park regulations and State Parks park policies.

Caltrans shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State Parks.

19. **State Parks' Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State Parks and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State Parks purposes.

Caltrans shall not interfere with State Parks' right to enter.

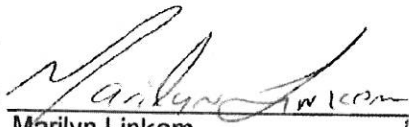
20. **Protection of Property:** Caltrans shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Caltrans' sole cost and expense, and Caltrans shall strictly adhere to the following restrictions:

- (a) Caltrans shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State Parks' satisfaction by Caltrans.
  - (b) Caltrans shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
  - (c) Caltrans shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
  - (d) Caltrans shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
  - (e) Caltrans shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
  - (f) Caltrans shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
  - (g) Caltrans shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
  - (h) Caltrans shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
- 21. Default:** In the event of a default or breach by Caltrans of any of the terms or conditions set forth in this Permit, State Parks may at any time thereafter, without limiting State Parks in the exercise of any right of remedy at law or in equity which State Parks may have by reason of such default or breach:
- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Caltrans' right to use of the Property, regardless of whether Caltrans has abandoned the Property; or
  - (b) Immediately terminate this Permit upon giving written notice to Caltrans, whereupon Caltrans shall immediately surrender possession of the Property to State Parks and remove all of Caltrans' equipment and other personal property from the Property. In such event, State Parks shall be entitled to recover from Caltrans all damages incurred or suffered by State Parks by reason of Caltrans' default, including, but not limited to, the following:
    - (i) any amount necessary to compensate State Parks for all the detriment proximately caused by Caltrans' failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State Parks' sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
    - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.
- 22. State Parks' Right to Cure Caltrans' Default:** At any time after Caltrans is in default or in material breach of this Permit, State Parks may, but shall not be required to, cure such default or breach at Caltrans' cost. If State Parks at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State Parks shall be due immediately from Caltrans to State Parks at the time the sum is paid. The sum due from Caltrans to State Parks shall bear the maximum interest allowed by California law from the date the sum was paid by State Parks until the date on which Caltrans reimburses State Parks.
- 23. Revocation of Permit:** The State Parks shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Caltrans. Written notice to Caltrans may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Caltrans is in breach of the Permit or owes money to the State Parks pursuant to this Permit, any prepaid monies paid by Caltrans to State Parks shall be held and applied by the State Parks as an offset toward damages and/or amounts owed. Nothing State Parks herein shall limit the State Parks' exercise of its legal and equitable remedies.
- 24. Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect

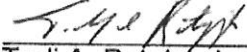
any rights given to the State Parks against Caltrans, and in any actions or proceedings under Title 11 of the United State Code, if the State Parks shall prevail in such action on trial or appeal, the Caltrans shall pay to the State Parks such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
26. **Reliance on Investigations:** Caltrans declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Caltrans acknowledges that State Parks has made, and makes, no representations or warranties as to the condition of the Property, and Caltrans expressly agrees to accept the Property in its as-is condition for use as herein permitted.
27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
28. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
29. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Caltrans, whether voluntarily or involuntarily or by operation of law, nor shall Caltrans let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State Parks.
30. **Choice of Law:** This Permit will be governed and construed by the laws of the State Parks of California.

**STATE OF CALIFORNIA**  
Department of Parks and Recreation

By:   
Marilyn Linkem  
District Superintendent  
Sierra District HQ  
PO Box 266  
Tahoma, CA 96142  
5/2/14

**STATE OF CALIFORNIA**  
Department of Transportation, Caltrans

By:   
Tadj A. Ratajczak  
Senior Right of Way Agent  
Agency Acquisition Branch  
Marysville, CA 96142  
5/5/14



CEQA ID #10903  
Project ID # 313-2014-01  
State of California  
Department of Parks and Recreation

**NOTICE OF EXEMPTION**

**TO:** Office of Planning and Research  
1400 Tenth Street  
Sacramento, CA 95814

**FROM:** Department of Parks and Recreation  
Sierra District Headquarters  
P.O. Box 266  
Tahoma, CA. 96142

**PROJECT TITLE:** Issue a Right of Entry & Transfer of Jurisdiction to the California Department of Transportation (Caltrans)

**LOCATION:** Emerald Bay State Park **COUNTY:** El Dorado

**DESCRIPTION OF THE NATURE AND PURPOSE OF PROJECT:** Issue a Right of Entry (ROE) and Transfer of Jurisdiction, in Emerald Bay State Park, to Caltrans for implementation of the National Pollutant Discharge Elimination System (NPDES) requirements and water quality elements of the Lake Tahoe Basin Environmental Improvement Program (EIP).

All work conducted in association with the Right of Entry will comply with all State and Federal environmental laws, including but not limited to the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code related to actual project activities.

**PUBLIC AGENCY APPROVING THE PROJECT:** California Department of Parks and Recreation  
**NAME OF DIVISION OR DISTRICT CARRYING OUT THE PROJECT:** Sierra District

**EXEMPT STATUS:** 1 **Categorical Exemption** **Class:** 5 **Section:** 15305

**REASONS WHY PROJECT IS EXEMPT:** Project consists of minor alterations in land use which do not result in changes in land use or density and is included as "issuance of easements and permits" in the Department of Parks and Recreation's list of exempt activities in accordance with CCR§15300.4.

**CONTACT:** Diane Cassano  
Sierra District

**TELEPHONE:** (530) 525-3342  
**EMAIL:** Diane.Cassano@parks.ca.gov

  
Marilyn Linkem, District Superintendent

**DATE** 5/2/14

COMMENTS TO BE INCORPORATED INTO FINAL SERVICE CENTER PEF  
Hwy 89 Storm Run-Off  
Cascade Crk to Eagle

PROJECT TITLE	Falls	DATE PREPARED	2/7/2014
Archaeology Unit Employee	<input type="checkbox"/>	Mitigation Required	DATE
Comments: See attached email. No cultural concerns			
District Interpretive Specialist	<input type="checkbox"/>	Mitigation Required	DATE 4/17/14
Comments: W. Hidenman			
Sector Maintenance Supervisor/Chief	<input type="checkbox"/>	Mitigation Required	DATE 4/17/14
Comments: [Signature]			
Sector Superintendent	<input type="checkbox"/>	Mitigation Required	DATE 4-17-14
Comments: See interior signature.			
Sector Supervising Ranger	<input type="checkbox"/>	Mitigation Required	DATE 4/21/14
Comments: S.P. Walker No PARKING SIGNS WITH ARROWS ACROSS HWY 89 FROM VIRINGSTOLM PARKING LOT.			
District Engineering Hydrologist	<input type="checkbox"/>	Mitigation Required	DATE 4/25/14
Comments: J.M. Wade Drainage improvements → any erosion they cause in future on CSP property need to be repaired as Caltrans expense			
Senior Environmental Scientist	<input checked="" type="checkbox"/>	Mitigation Required	DATE 4/16/2014
Comments: Tamaras Santi See attached CA State Parks Conditions for ROE Caltrans HW 89 Stormwater runoff Project.			
Cultural Resources Supervisor	<input type="checkbox"/>	Mitigation Required	DATE
Comments: N/A			
District Maintenance Chief	<input type="checkbox"/>	Mitigation Required	DATE 4/16/2014
Comments: Ron Hank			
Unit Employee	<input type="checkbox"/>	Mitigation Required	DATE
Comments:			

Note: PRC 5024 Should be Attached to Northern Service Center PEF and Comment Incorporated



Project ID No. 313 2014-01

## PROJECT EVALUATION (PEF)

PCA No. \_\_\_\_\_

PROJECT CONCEPT		
PROJECT TITLE Highway 89 Storm Run-off Cascade Creek to Eagle Falls Viaduct		PARK UNIT NAME Emerald Bay State Park
DISTRICT NAME Sierra (685)	FACILITY NO. Highway 89 Adjacent to Park Boundaries	
PROJECT MANAGER Caltrans Steve Mattos Right-of-Way	(530) 741-4567	EMAIL Steve.Mattos@dot.ca.gov
DISTRICT PROJECT MANAGER Cyndie Walck	PHONE NO. 530-525-3342	EMAIL Cyndie.Walck@parks.ca.gov
PROJECT BID DATE	CONSTRUCTION START DATE	FUNDING SOURCE Caltrans

### PROJECT DESCRIPTION

The purpose of this CEQA is to provide for Right-of-Entry permitting and Transfer of Jurisdiction (see Right Of Way Appraisal Maps 04 and 05 attached) to the California Department of Transportation to improve and maintain improvements for the quality of storm water runoff along segment 4 of Highway 89. The purpose of the project is to implement National Pollutant discharge Elimination System (NPDES) requirements and water quality elements of the Lake Tahoe Basin Environmental Improvement Program (EIP) that relate to State Highway 89 from the north side of Cascade Creek to the south, to the south end of the Eagle Falls Viaduct to the north.

The project will implement the following improvements: rehabilitating existing drainage systems and installing new drainage systems, including, storm water basins, vegetated swales and water conveyance systems; deploying treatment best management practices; providing rock slope protection; constructing rock energy dissipators for erosion control; driveway modifications; re-vegetating bare or erodible areas; where permitted by the Regional Water Quality Control Board (RWQCB) and the Tahoe regional Planning Agency, allowing sheet water flow off the roadway to allow the spreading and subsequent infiltration of runoff water where feasible in stream environment zone (SEZ) areas; placing asphalt-concrete overlay; digging out failed pavement sections; and lining or replacing culverts in poor condition. See attached conditions.

A qualified Archaeologist will survey the project site and appropriate cultural review documentation will be attached to this project request. If evidence of potentially significant historical/archaeological resources are found (shell, burned animal bone or rock, concentration of bottle glass or ceramics, etc.), the District or Service Center archaeologist will be contacted and work will be suspended until identification and proper treatment are determined and implemented.

### DOCUMENTS ATTACHED

- ☒ 7.5 minute (quad) map of project area (**Required**)
- ☒ Site Map (**Required** - Scale should show relationship to existing buildings, roads, landscape features, etc.)
- ☒ Graphics (*Specify - photos, diagrams, drawings, cross-sections, etc.*): drawings: appraisal maps, layout drawings, cd with revised plan set
- ☐ Other (*Specify*):

# PROJECT EVALUATION (PEF)

Project ID No. 313-2014-01

PCA No. \_\_\_\_\_

## REGULATORY REQUIREMENTS

IS AN APPLICATION, PERMIT, OR CONSULTATION REQUIRED?

	YES	MAYBE	NO	CONTACT
Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DFG Stream Alteration Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
State & Federal Endangered Species Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corps of Engineers 404 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RWQCB or NPDES Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DPR Right to Enter or Temporary Use Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRC 5024 Review	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Americans with Disabilities Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Encroachment Permit (Specify Agency):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (Specify): TRPA + Lahontan permits, DFG/Fed consultation, and PRC 5024 being handled by Caltrans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: DPR Right of Entry Permit and Transfer of Jurisdiction

## DEPARTMENT POLICY COMPLIANCE

HAS A GENERAL PLAN BEEN APPROVED FOR THE UNIT?

	YES	NO
If YES, is the project consistent with the GP?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If NO, what is the project justification?	<input type="checkbox"/>	<input type="checkbox"/>
Is it a temporary facility? (No permanent resource commitment)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Health and Safety?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is it a Resource Management Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is it repairing, replacing, or rehabilitating an existing facility?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IS THE PROJECT WITHIN A CLASSIFIED SUBUNIT?

Natural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cultural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S CULTURAL RESOURCE MANAGEMENT DIRECTIVES?

☒ YES ☐ NO

IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S OPERATIONS MANUAL CHAPTER 0300?

☒ YES ☐ NO

COMMENTS:

SUPERINTENDENT PROJECT CONCEPT APPROVAL OR DESIGNEE

TITLE

DATE

*Maelys Larkin*

*District Superintendent*

*2/10/14*

# PROJECT EVALUATION (PEF)

Project ID No. 313-2014-01

PCA No. \_\_\_\_\_

## RESOURCES

*Explain all 'Yes' or 'Maybe' answers in the "Evaluation and Comments" section (reference by letter and number). Attach additional pages, if necessary.*

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### A. EARTH – WILL THE PROJECT:

1. Create unstable soil or geologic conditions?
2. Adversely affect topographic features?
3. Adversely affect any unusual or significant geologic features?
4. Increase wind or water erosion?
5. Adversely affect sand deposition or erosion of a sand beach?
6. Expose people, property, or facilities to geologic hazards or hazardous waste?
7. Adversely affect any paleontological resource?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### B. AIR – WILL THE PROJECT:

1. Adversely affect general air quality or climatic patterns?
2. Introduce airborne pollutants that may affect plant or animal vigor or viability?
3. Increase levels of dust or smoke?
4. Adversely affect visibility?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### C. WATER – WILL THE PROJECT:

1. Change or adversely affect movement in marine or fresh waters?
2. Change or adversely affect drainage patterns or sediment transportation rates?
3. Adversely affect the quantity or quality of groundwater?
4. Adversely affect the quantity or quality of surface waters?
5. Expose people or property to flood waters?
6. Adversely affect existing or potential aquatic habitat(s)?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### D. PLANT LIFE – WILL THE PROJECT:

1. Adversely affect any native plant community?
2. Adversely affect any unique, rare, endangered, or protected plant species?
3. Introduce a new species of plant to the area?
4. Adversely affect agricultural production?
5. Adversely affect the vigor or structure of any tree?
6. Encourage the growth or spread of alien (non-native) species?
7. Interfere with established fire management plans or practices?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### E. ANIMAL LIFE – WILL THE PROJECT:

1. Adversely affect any native or naturalized animal population?
2. Adversely affect any unusual, rare, endangered, or protected species?
3. Adversely affect any animal habitat?
4. Introduce or encourage the proliferation of any non-native species?

Project ID No. 313-2014-01**PROJECT EVALUATION (PEF)**

PCA No. \_\_\_\_\_

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**F. CULTURAL RESOURCES – WILL THE PROJECT:**

1. Adversely affect a prehistoric or historic archeological site?
2. Adversely affect a prehistoric or historic building, structure, or object?
3. Cause an adverse physical or aesthetic effect on an eligible or contributing building, structure, object, or cultural landscape?
4. Diminish the informational or research potential of a cultural resource?
5. Increase the potential for vandalism or looting?
6. Disturb any human remains?
7. Restrict access to a sacred site or inhibit the traditional religious practice of a Native American community?

YES	MAYBE	NO
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**G. AESTHETIC RESOURCES – WILL THE PROJECT:**

1. Adversely affect a scenic vista or view?
2. Significantly increase noise levels?
3. Adversely affect the quality of the scenic resources in the immediate area or park-wide?
4. Create a visually offensive site?
5. Be incompatible with the park design established for this unit or diminish the intended sense of "a special park quality" for the visitor?

YES	MAYBE	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**H. RECREATIONAL RESOURCES – WILL THE PROJECT:**

1. Be in a public use area?
2. Have an adverse effect on the quality of the intended visitor experience?
3. Have an adverse effect on the quality or quantity of existing or future recreational opportunities or facilities?
4. Have an adverse effect on the accessibility of recreational facilities (e.g., ADA requirements)?

**EVALUATION AND COMMENTS**

D.6. Soil disturbance will encourage growth and spread of alien species unless condition 16 of ROE is implemented.  
 E2. Will not affect as long as condition 3 is followed.  
 H.1. Project is in public use area along side of Highway 89. H2. Road construction delays may have detrimental effect on visitors turning.  
 This will be temporary condition.

**ENVIRONMENTAL REVIEW**

the area and access to state parks and project will improve the quality.  
**To Be Completed by Qualified Specialist(s) ONLY!**  
**Attach additional reviews or continuation pages, as necessary.**

**ARCHEOLOGIST COMMENTS**
☒ No Significant Impact    ☐ Conditions, Mitigation    ☐ Potential Impact

*No cultural concerns*

SIGNATURE

*Denise Jaffke*

PRINTED NAME

Denise Jaffke

TITLE

Associate Archaeologist

DATE

*4/24/14*

**HISTORIAN COMMENTS**
☐ No Significant Impact    ☐ Conditions, Mitigation    ☐ Potential Impact

SIGNATURE

PRINTED NAME

TITLE

DATE

Project ID No. 313-2014-01

PCA No. \_\_\_\_\_

**PROJECT EVALUATION (PEF)**

SENIOR ENVIRONMENTAL SCIENTIST COMMENTS <input type="checkbox"/> No Significant Impact <input checked="" type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact <i>See attached CA State Parks Conditions for ROE for Caltrans HW 89 Storm Water Runoff Project.</i>	
SIGNATURE <i>Tamara Sasaki</i> TITLE Senior Environmental Scientist	PRINTED NAME Tamara Sasaki DATE <i>4/16/2016</i>
MAINTENANCE CHIEF/SUPERVISOR COMMENTS <input checked="" type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
SIGNATURE <i>Ron Hansen</i> TITLE District Maintenance Chief	PRINTED NAME Ron Hansen DATE <i>4/16/2016</i>
Sector Superintendent Comments <input checked="" type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact	
SIGNATURE <i>SELI</i> TITLE Sector Superintendent	PRINTED NAME <i>SELI</i> DATE <i>4-16-14</i>
OTHER COMMENTS <input checked="" type="checkbox"/> No Significant Impact <input type="checkbox"/> Conditions, Mitigation <input type="checkbox"/> Potential Impact <i>Denise Lohner</i>	
SIGNATURE TITLE Sector Maintenance Supervisor	PRINTED NAME Denise Lohner DATE <i>4/17/14</i>
<b>ENVIRONMENTAL COORDINATOR REVIEW</b>	
YES <input type="checkbox"/> MAYBE <input checked="" type="checkbox"/> NO <input type="checkbox"/>  YES <input type="checkbox"/> MAYBE <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> MAYBE <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MAYBE <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MAYBE <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>CUMULATIVE IMPACTS</b> 1. Will the project be conducted in conjunction with or at the same time as other projects at the park? 2. Will the project be part of a series of inter-related projects? 3. Are there any other projects that must be completed for any part of this project to become operational? 4. Are there any other projects (including deferred maintenance) that have been completed or any probable future projects that could contribute to the cumulative impacts of this project? 5. Are any of the projects that relate to the proposed work outside the General Plan?
COMMENTS:	
RECOMMENDATION: <input type="checkbox"/> Not a project for the purposes of CEQA compliance. <input checked="" type="checkbox"/> The project is exempt. A Notice of Exemption should be filed. <input type="checkbox"/> A Negative Declaration should be prepared. <input type="checkbox"/> A Mitigated Negative Declaration should be prepared. <input type="checkbox"/> An EIR should be prepared.	

Project ID No. 313-2014-01

PCA No. \_\_\_\_\_

## PROJECT EVALUATION (PEF)

SIGNATURE <u>Diane Cassano</u>	PRINTED NAME <u>Diane Cassano</u>
TITLE Environmental Scientist	DATE <u>4/21/14</u>
<b>DISTRICT SUPERINTENDENT REVIEW</b>	
COMMENTS:  <b><i>I acknowledge any constraints placed on the project as a result of the specialists' comments above and recommend the project proceed.</i></b>	
DISTRICT SUPERINTENDENT APPROVAL SIGNATURE <u>[Signature]</u>	TITLE District Superintendent
	DATE <u>4/28/14</u>



**Caltrans Highway 89 Storm Water Run-Off  
Eagle Falls Viaduct – Meeks Creek PEF**  
Project 300-2012-02

**PEF Evaluations and Comments**

B. Air

2. Introduce airborne pollutants that may affect plant or animal vigor or viability?
3. Increase levels of dust or smoke?
  - Construction is a source of dust emissions that have the potential to result in temporary local impacts on air quality. These impacts are temporary and transitory that will stop when the project is completed.

D. Plant Life

5. Adversely affect the vigor or structure of any tree?
  - Tree removal may be necessary for construction of infiltration basins. Where feasible, infiltration basins will be designed to maximize infiltration and minimize tree removal.
6. Encourage the growth or spread of alien (non-native) species?
  - Project activities will disturb soil and may encourage growth and spread of alien (non-native) species. Measures such as cleaning of vehicle and equipment of plant materials and soil, staging equipment in weed-free areas, using weed-free BMP materials and locally TRPA approved plant species for revegetation will help prevent the growth and spread of alien species. However, if no long-term weed control or maintenance of the project areas, the threat of growth and spread of alien species remains.

E. Animal Life

2. Adversely affect any unusual, rare, endangered, or protected species?
  - The project must avoid blasting during a period of time that encompasses all native songbird and raptor nesting and fledgling periods from February 1 to August 31 or until bald eagle fledglings disperse, whichever is later. Bald eagles are a CDFG endangered species. There is an active bald eagle nest at Emerald Bay State Park (the only active and successful nest on Lake Tahoe). This nest is within 0.5 miles of the project.

F. Cultural Resources

1. Adversely affect a prehistoric or historic archaeological site?
4. Diminish the informational or research potential of a cultural resource?

H. Recreational Resources

2. Have an adverse effect on the quality of intended visitor experience?

- Road construction will delay visitors from accessing parks and may have an adverse effect on the visitor having to wait in construction traffic. The road construction is temporary and improving water quality will improve future visitor visits.

**CA State Park's Conditions for Right-of-Entry for  
Caltrans Highway 89 Storm Water Run-Off Project  
Cascade Creek to Eagle Falls Viaduct**

1. CA State Parks needs to be notified in advance of pre-project cultural or natural resource surveys on CA State Parks lands.
2. The CA State Parks will be notified if cultural or natural resource (special status species, etc.) of potential significance is found on CA State Parks property during pre-project surveys or project implementation.
3. Project noise levels will not exceed ambient existing ambient noise levels such that it disturbs or disrupts nesting birds (migratory birds within 250' and distance from raptor nests dependent on raptor species) if project is implemented during nesting season (February 1 –August 31 or until bald eagle fledglings have dispersed, whichever is later).
4. All areas disturbed by project activities are proposed to be planted with perennial seed mix composed of native plant species. The seed sources shall be genetic seed stock from Lake Tahoe area. If that is not available, local regional genetic stock seed can be used. Disturbed areas shall be revegetated for a minimum of 3 years in order to restore the areas to pre-project condition of native plant species composition and densities.
5. Proposed seed mixes 1 and 2—replace bitterbrush (*Purshia tridentata*) with green-leaf manzanita (*Arctostaphylos patula*) or pinemat manzanita (*Arctostaphylos nevadensis*). Bitterbrush is not common in this area of Lake Tahoe and green-leaf manzanita and pinemat manzanita are common species.
6. The project proposes to install container plants to supplement seeding. The container plants shall be the same local native plant species as specified on the seed mix list (with change in seed mix per condition 5 above) and from genetic stock per condition 3. Disturbed areas shall be revegetated for a minimum of 3 years in order to restore the areas to pre-project condition of native plant species composition and densities.
7. The restoration and monitoring plan by the Caltrans' Landscape Architecture Branch will be submitted for approval by CA State Parks for project areas on State Parks lands.
8. Any trees on CA State Parks lands, including easement areas, shall be approved for removal by the CA State Parks forester.
9. Pine needle mulch spread on CA State Parks lands must be from the immediate area and not adjacent to any non-native weed infestations.
10. Temporary settling basins on State Park property or within existing State Parks easement shall be approved by CA State Parks prior to construction and all impacts to riparian vegetation and stream shall be mitigated to insignificance and CA State Parks satisfaction.
11. Caltrans shall use local native plants to revegetate disturbed riparian areas on State Parks lands. Contact State Parks for permission to use onsite plant materials if available.


12. State Parks shall be notified if any hazardous, toxic, or petroleum product is released on State Park lands or adjacent to State Parks lands with likelihood of affecting State Parks lands.
13. Bald Eagle breeding and nesting season is "generally between February 1 and August 31" per Caltrans Categorical Exemption/Categorical Exclusion Determination form (page 5 of 7) under Threatened and Endangered Species.
  - a. There is a bald eagle nest within 0.5 miles of HW 89 at Emerald Bay State Park. This bald eagle nest is the only active and successful nest on Lake Tahoe. The bald eagle nest is monitored by CA State Parks. Please contact CA State Parks for the bald eagle nest status prior to start of construction activities at Emerald Bay and D.L. Bliss State Parks.
  - b. If the bald eagle nest is active, Caltrans shall consult with CA State Parks, TRPA, USFWS, and CA DFG prior to initiating project activities at Bliss and Emerald Bay State Parks.
  - c. If the bald eagle nest is active, no blasting will occur from February 1 until August 31 or the bald eagle fledglings have dispersed, whichever is later.
14. All vehicles and construction equipment shall be weed free prior to accessing State Parks lands.
15. Any soil used for fill should be from on-site. If that is not possible, the imported soil shall be certified weed free. State Parks recently had to hand pull non-native white sweet clover invading Highway 89 roadsides adjacent to State Park properties to prevent infestation spreading into State Parks.
16. Caltrans is responsible for maintaining project areas weed free for a minimum of 3 years. Weed species to be removed are not limited to the invasive weed species indicated in Invasive Species section of Categorical Exemption/Categorical Exclusion Determination Form Continuation Sheet page 5 of 7.
17. Area where runoff is drained onto state park land (culvert outlets, drainage swales) will be monitored for 5 years and Caltrans will be repressible for repairs if there is erosion on CSP property due to the road drainage.

**WATER QUALITY**  
**LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD**  
**BOARD ORDER No. RT-2014-0037**

Lahontan Regional Water Quality Control Board

## MEMORANDUM

**TO:** Mike Bartlett, Project Manager  
Caltrans District 3  
703 B. Street  
Marysville, CA 95901

**FROM:**   
PATTY Z. KOUYOUMDJIAN  
Executive Officer  
**LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD**

**DATE:** May 12, 2014

**SUBJECT:** BOARD ORDER NO. R6T-2014-0037, FOR CLEAN WATER ACT  
SECTION 401 WATER QUALITY CERTIFICATION AND PROHIBITION  
EXEMPTION FOR HIGHWAY 89 CASCADE ROAD TO EMERALD BAY  
ENVIRONMENTAL IMPROVEMENT PROJECT, EL DORADO COUNTY,  
WDID 6A091403004

The California Regional Water Quality Control Board, Lahontan Region (Water Board) has received a complete Clean Water Act (CWA) section 401 Water Quality Certification (WQC) application and application filing fee from the California Department of Transportation (Applicant) for the Highway 89 Cascade Road to Emerald Bay Environmental Improvement Program (EIP) Project (Project) in El Dorado County. The Water Board also received information to support granting an exemption to a waste discharge prohibition in the Water Board's *Water Quality Control Plan for the Lahontan Region* (Basin Plan). This Order for WQC and waste discharge prohibition exemption hereby assigns this Project the following reference number: Waste Discharger Identification (WDID) No. 6A091403004. Please use this reference number in all future correspondence regarding this Project.

Any person aggrieved by this action of the Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code section 13320 and California Code of Regulations (CCR), title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: [http://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality](http://www.waterboards.ca.gov/public_notices/petitions/water_quality) or will be provided upon request.



**PROJECT DESCRIPTION**

**Table of Project Information:**

WDID Number	6A091403004						
Applicant	Mike Bartlett, Project Manager Caltrans District 3 703 B. Street Marysville, CA 95901						
Agent	Cassandra Evenson, Biologist Caltrans District 3 703 B. Street Marysville, CA 95901						
Project Name	Highway 89 Cascade Road to Emerald Bay EIP Project						
Project Purpose and Description	The purpose of the proposed Project is to improve the quality of runoff water discharging to Lake Tahoe and its tributaries. The Project includes the following: <ul style="list-style-type: none"><li>• Rehabilitate or replace existing drainage systems and culverts</li><li>• Install additional storm water infiltration basins</li><li>• Revegetate bare soils or eroding areas, install rock slope protection and energy dissipaters for runoff</li><li>• Repair failed pavement sections</li></ul>						
Location (closest City & County)	South Lake Tahoe, El Dorado County						
Location Latitude/Longitude	Latitude: 38.9480; Longitude: -120.0945						
Hydrologic Unit(s)	South Tahoe Hydrologic Area, 634.10 in the Lake Tahoe Hydrologic Unit, 634.00						
Project Area	15 acres (Environmental Study limits)						
Receiving Water(s) Name	Lake Tahoe, Cascade Creek, Eagle Creek						
Water Body Type(s)	Lake, Stream						
Designated Beneficial Uses	MUN, AGR, GWR, FRSH, NAV, REC-1, REC-2, COMM, COLD, WILD, BIOL, MIGR, SPWN, WQE, FLD						
Area of Water(s) of the U.S. (WOUS) within the Project area	0.05 acres						
Project Impacts (Fill) to waters of the state, including WOUS.	Waterbody Type	Permanent			Temporary		
		Acres	Linear Feet	Cubic Yards	Acres	Linear Feet	Cubic Yards
	Lake						
	Riparian						
	Stream	0.0003	15	2.0	0.0004	15	4.0
	Wetland						
	Total						
Project Impacts (Dredge/Excavation) to waters of the state, including WOUS.	Waterbody Type	Permanent			Temporary		
		Acres	Linear Feet	Cubic Yards	Acres	Linear Feet	Cubic Yard
	Lake						
	Riparian						
	Stream						
	Wetland						
	Total						

**Table of Project Information Continued:**

Federal Permit(s)	The Applicant has applied to the U.S. Army Corps of Engineers (USACOE) to proceed under a Nationwide Permit No. 3, pursuant to CWA section 404.
Non-Compensatory Mitigation	Impacts to Environmentally Sensitive Areas (ESAs) beyond those identified will be avoided and protected by ESA fencing. Potential direct impacts to streams and fisheries will be avoided by conducting work during seasonal low water levels or when flows have ceased. Clear water diversions may be required at Cascade and Eagle Creeks as part of rehabilitating or replacing the existing culverts. All disturbed areas will be re-contoured to match pre-Project conditions as much as possible to minimize erosion. All bare areas will be re-vegetated using soil amendments, seed and mulch. Sediment and erosion control Best Management Practices (BMPs) will be used throughout the construction period and for winterization to control erosion.
Compensatory Mitigation	0.0004 acres of temporary impacts restored 1:1.
Applicable Fees	\$1,201 (\$1,097 low impact flat discharge fee, plus \$104 ambient surcharge at 9.5 % = \$1,201).
Fees Received	\$1,201

**CEQA COMPLIANCE**

The Water Board has determined that this Project is exempt from the California Environmental Quality Act (CEQA)(Public Resources Code Section 21000 et seq.). In accordance with section 15301, the basis for CEQA exemption is "Existing Facilities." A Notice of Exemption will be filed with the State Clearinghouse concurrently with issuing this Order.

**WATER QUALITY CONTROL PLAN WASTE DISCHARGE PROHIBITION**

The Water Board has adopted a Basin Plan, in which Chapter 5 specifies the following discharge prohibition:

*"13. The discharge or threatened discharge, attributable to new development in Stream Environment Zones (SEZs) of solid or liquid waste, including soil, silt, sand, clay, rock, metal, plastic, or other organic, mineral or earthen materials to Stream Environment Zones in the Lake Tahoe Basin is prohibited."*

The Project involves disturbance attributable to new development for placement of extended culverts, flared-end sections, rock energy dissipation, and scour protection within SEZs that would threaten violations of the above-cited prohibition.

**STREAM ENVIRONMENT ZONES WASTE DISCHARGE PROHIBITION EXEMPTION**

Chapter 5 of the Basin Plan allows exemptions to the above-cited SEZ discharge prohibition for erosion control if all the following findings can be made:

1. *The project, program, or facility is necessary for environmental protection.*

The Project is necessary to control and treat pollutants in roadway stormwater runoff as required under the Applicant's Municipal Separate Storm Sewer System NPDES permit (No. 2012-0011-DWQ). The Project is necessary for environmental protection.

2. *There is no reasonable alternative, which avoids or reduces the extent of encroachment in the SEZ.*

The purpose of the Project is to stabilize eroding areas and reduce potential erosion from existing flows using energy dissipation structures. There are no reasonable alternatives that would reduce the extent of encroachment in the SEZ because the erosion and drainage control structures must, by their very nature, be placed in the SEZ.

3. *Impacts are fully mitigated.*

The Applicant has proposed BMPs that will be in place during Project implementation, including scheduling the work when stream levels are low, installing temporary sediment control and stabilization BMPs during construction, and implementing permanent post-construction stabilization measures. The Project incorporates BMPs to ensure that erosion and surface runoff problems caused by the Project will be mitigated to levels of insignificance. Impacts are fully mitigated.

**EXEMPTION GRANTED**

In accordance with Resolution R6T-2008-0031, the Water Board delegated authority to the Executive Officer to grant exemptions to the Basin Plan prohibition cited above where the following is met.

*The executive officer has the authority to authorize the project under an individual water quality certification, the project meets the exemption criteria set forth in the Basin Plan, and the project's primary purpose is reduce, control, or mitigate existing sources of erosion or water pollution.*

The Project will be regulated under a CWA section 401 WQC, meets the exemption criteria set forth in the Basin Plan, and is needed to reduce, control, or mitigate existing sources of erosion. The Applicant meets the criteria for an exemption and the Project is hereby granted an exemption to the above-cited waste discharge prohibition.

Except in emergency situations, the Executive Officer shall notify the Water Board and interested members of the public of the intent to issue an exemption at least ten (10) days before the exemption is issued. A notice of exemption will also be posted on the Water Board website and distributed through an interested persons mailing list allowing at least ten (10) days to submit comments.

## **SECTION 401 WATER QUALITY CERTIFICATION**

### **Authority**

Section 401 of the CWA (33 U.S.C., paragraph 1341) requires that any applicant for a CWA section 404 permit, who plans to conduct any activity that may result in discharge of dredged or fill materials to WOUS, must provide to the permitting agency a certification that the discharge will be in compliance with applicable water quality standards of the state in which the discharge will originate. No section 404 permit may be granted (or is valid) until such certification is obtained. The Applicant submitted a complete application and fee required for WQC under section 401 for the Project. The Applicant has applied for USACOE authorization to proceed under Nationwide Permit No. 3 pursuant to CWA section 404.

CCR, title 23, section 3831(e) grants the Water Board Executive Officer the authority to grant or deny WQC for projects in accordance with CWA section 401. The Project qualifies for such WQC.

### **Standard Conditions**

Pursuant to CCR title 23, section 3860, the following standard conditions are requirements of this certification:

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and CCR title 23, section 3867.
2. This certification action is not intended and must not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license unless the pertinent certification application was filed pursuant to CCR title 23, section 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action must be conditioned upon total payment of the full fee required under CCR title 23, section 3833, unless otherwise stated in writing by the certifying agency.
4. Neither Project construction activities nor operation of the Project may cause a violation of the Basin Plan, or may cause a condition or threatened condition of pollution or nuisance, or cause any other violation of the Water Code.
5. The Project must be constructed and operated in accordance with the Project described in the application for WQC that was submitted to the Water Board. Deviation from the Project description constitutes a violation of the conditions upon which the certification was granted. Any significant changes to this Project that would have a significant or material effect on the findings, conclusions, or conditions of this certification, including Project operation, must be submitted to the Executive Officer for prior review and written approval.



6. This WQC is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any conditions contained in any other permit or approval issued by the state of California or any subdivision thereof may result in the revocation of this certification and civil or criminal liability.
7. The Water Board may add to or modify the conditions of this certification as appropriate to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the CWA, or as appropriate to coordinate the operations of this Project with other projects where coordination of operations is reasonably necessary to achieve water quality standards or protect the beneficial uses of water. Notwithstanding any more specific conditions in this certification, the Project must be constructed and operated in a manner consistent with all water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the CWA.
8. This certification does not authorize any act that results in the taking of a threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under the California Endangered Species Act (Fish and Game Code section 2050 et seq.) or the federal Endangered Species Act (16 U.S.C. sections 1531 et seq.). If a "take" will result from any act authorized under this certification, the Applicant must obtain authorization for the take prior to construction or operation of the Project. The Applicant is responsible for meeting all applicable requirements of the Endangered Species Act for the Project authorized under this certification.

#### **Additional Conditions**

Pursuant to CCR title 23, section 3859(a), the following additional conditions are requirements of this certification:

1. No debris, cement, concrete (or wash water therefrom), oil or petroleum product must enter into, or be placed where it may be washed from the Project site by rainfall or runoff, into waters of the state. When operations are completed, any excess material must be removed from the Project work area, and from any areas adjacent to the work area where such material may be transported into waters of the state.
2. The Applicant must immediately (within two hours) notify Water Board staff by telephone whenever an adverse condition occurs as a result of this discharge. Such a condition includes, but is not limited to, a violation of the conditions of this Order, a significant spill of petroleum products or toxic chemicals, or damage to control facilities that would cause noncompliance. A written notification of the adverse condition must be provided to the Water Board within two weeks of occurrence. The written notification must identify the adverse condition, describe the actions necessary to remedy the condition, and specify a timetable, subject to any modifications by Water Board staff, for the remedial actions.

3. The Applicant must prevent the introduction or spread of noxious/invasive weeds within the Project and staging area. Measures must include the cleaning of all equipment and gear that has been in an infested site with water heated to 120 degrees Fahrenheit or more, the use of weed-free erosion control materials (including straw), and the use of weed-free seeds and plant material for revegetation of disturbed areas.
4. Rock materials must be washed and free of adhered soil materials prior to placement into SEZs. The discharge of wastewater to surface waters from rock washing is not authorized by this Order.
5. Construction equipment must be monitored for leaks, and removed from service if necessary to protect water quality.
6. An emergency spill kit must be at the Project site at all times.
7. A copy of this Order must be maintained at the Project site so as to be available at all reasonable times to site operating personnel and Water Board staff.
8. A dewatering plan must be developed and provided for Water Board review prior to beginning any dewatering or clear water diversion operations.

#### **Enforcement**

1. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation must be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of CWA section 401(d), the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification.
2. In response to a suspected violation of any condition of this certification, the State Water Board or the Water Board may require the holder of any permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring report the State Water Board or Water Board deems appropriate, provided that the burden, including costs, of the reports must be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
3. In response to any violation of the conditions of this certification, the Water Board may add to or modify the conditions of this certification as appropriate to ensure compliance.



**Section 401 Water Quality Certification Requirements Granted**

I hereby issue an Order certifying that any discharge from the referenced Project will comply with the applicable provisions of CWA sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards), and with other applicable requirements of state law. This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification," which requires compliance with all conditions of this WQC.

Except insofar as may be modified by any preceding conditions, all WQC certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the Applicant's Project description and the terms specified in this WQC order, and (b) compliance with all applicable requirements of the Basin Plan.

We look forward to working with you in your efforts to protect water quality. If you have questions, please contact Bud Amorfini, Engineering Geologist, at (530) 542-5463 or Alan Miller at (530) 542-5430.

cc: Patrick Moeszinger, California Department of Fish and Wildlife,  
Rancho Cordova Office  
Jason Brush, Wetlands Regulatory Office (WTR-8), US EPA, Region 9  
(via email at [R9-WTR8-Mailbox@epa.gov](mailto:R9-WTR8-Mailbox@epa.gov))  
Leah Fisher, U.S. Army Corps of Engineers, California North Branch Office  
(via email at [Leah.m.fisher@UASCE.army.mil](mailto:Leah.m.fisher@UASCE.army.mil))  
Bill Orme, State Water Resources Control Board, Division of Water Quality  
(via email at [Stateboard401@waterboards.ca.gov](mailto:Stateboard401@waterboards.ca.gov))

**AGREEMENTS**

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE,

FINAL STREAMBED ALTERATION AGREEMENT

Notification No. 1600-2014-0057-R2

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
NORTH CENTRAL REGION  
1701 NIMBUS ROAD  
RANCHO CORDOVA, CA 95670



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2014-0057-R2

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)  
EMERALD BAY WATER QUALITY PROJECT ED-89  
EL DORADO COUNTY

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Caltrans (Permittee) as represented by Mike Bartlett.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on March 19, 2014 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

**PROJECT LOCATION**

The project is located in Cascade Creek and Eagle Creek, tributaries to Lake Tahoe; El Dorado County; State of California; Section 21, 26, 27, 28, Township 13N, Range 17E; U.S. Geological Survey (USGS) quad map Emerald Bay, Mt. Diablo Meridian.

**PROJECT DESCRIPTION**

The project is limited to the repair and replacement of existing and installation of new storm water facilities and the repair of damaged roadway structures in accordance with the National Pollutant Discharge Elimination System requirements. Work will occur within the existing highway right-of-way and will greatly reduce the amount of sediment and storm water runoff entering Lake Tahoe.

Project activities will include: cleaning and/or replacing culverts and their associated inlets and outlets, installing improved rock energy dissipaters (RED) at the culvert outlets, installing culvert slip liners, constructing rock lined ditches and vegetated swales with RED, installing side culverts, installing RED under the viaducts, re-grading the parking lot to drain storm water away from the road and installing overside drains to convey roadside runoff. The project will also repair failing pavement sections and place new asphalt-concrete overlay. Staging areas will be located within existing maintenance turn outs and will either be paved or closed and re-vegetated upon project completion.

If water is present within the creek during project activity, the water will be temporarily diverted around the in-creek work area with a Caltrans approved Clear Water barrier or upstream coffer dam with gravity fed pipe that will by-pass water to the creek bed below. No riparian vegetation is proposed for removal and all bare areas will be re-vegetated upon project completion.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: nesting birds and aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: disruption to nesting birds, disruption to aquatic or terrestrial plant and wildlife species, increase in sediment or turbidity, change in contour of channel or bank, soil compaction or other disturbance.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a

provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take". This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with CDFW as outlined in Fish and Game Code Section 2081 and shall obtain the required state and federal threatened and endangered species permits.
- 1.6 Take of Nesting Birds. Sections 3503, 3503.5, and 3513 of the FGC prohibit the take of all birds and their active nests, including raptors and other migratory non-game birds (as listed under the federal Migratory Bird Treaty Act).

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. Work shall occur between May 1<sup>st</sup> and October 15<sup>th</sup> in the years this Agreement is valid.
- 2.2 Biological Resources. All measures listed to protect fish, wildlife and plant resources in Exhibit A, Avoidance and Minimization Measures, pages 19-20, shall be implemented.
- 2.3 Vegetation Removal. Except as otherwise listed in the Notification and project description section of this Agreement, disturbance or removal of vegetation shall not occur without prior consultation and approval of a CDFW representative. Cut vegetation shall be placed out of the riparian/creek channel and dispersed in an upland location or hauled off-site.
- 2.4 Nesting Birds. To avoid impacts to nesting birds, both ground and canopy nesters, construction activities shall not take place during the active nesting season (February 1 through August 31). If avoidance of the active nesting season is not feasible, construction activities may occur only if focused surveys for active bird nests are conducted by a biologist with experience in nesting bird survey protocol. The biologist shall be approved by CDFW prior to implementing surveys. The survey shall be conducted within a minimum 500' radius of project activities. If no active nests are found during the survey, no further consultation is required.

If the survey identifies an active nest, the biologist shall prepare and submit to CDFW a Bird Management and Monitoring Plan (Plan) which includes survey results and establishes the necessary buffers to avoid take of a nest pursuant to FGC 3503 and 3503.5. The results of the survey shall include the following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, map of survey routes, and the type of species nesting. The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all construction activities.

For active nests, a buffer shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated by temporary fencing or orange markers, and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.

If a lapse in project-related work of 15 days or longer occurs, another focused survey and consultation with the CDFW shall be required before project work can be reinitiated.

- 2.5 Construction Site Delineation. All vehicle/equipment staging and work areas shall be defined by orange markers at the limits (beginning and end) of the project description boundary, including any vegetation to be trimmed. All personnel, vehicles and equipment must remain within the defined work areas.
- 2.6 Pollution Control. Permittee shall implement pollution control Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated upland area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all work areas have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Permittee shall monitor and maintain all Pollution Control BMPs. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures. All vehicles and equipment shall be removed from the site upon completion of work activities.



- 2.7 Erosion and Sediment Control. Permittee shall implement Caltrans' Standard Specifications, Section 13-1 requirements to minimize erosion and sediment throughout all phases of the project where sediment and/or earthen fill threaten to enter a river, stream, or lake. Erosion and sediment control BMPs shall be monitored for effectiveness and shall be repaired or replaced as needed. Permittee shall stabilize all exposed/disturbed areas within the project area to the greatest extent possible prior to the onset of precipitation capable of generating run-off and upon completion of construction activities. (The use of plastic or monofilament erosion blankets is prohibited). All vegetative erosion control measures utilized within the project site shall be free of nonnative plant materials. Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from on project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.8 Site Restoration/Stabilization. All measures listed to restore and stabilize the project work area in Exhibit A, Avoidance and Minimization Measures, page 20, shall be implemented.

### 3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Permittee shall notify CDFW within two working days of beginning work. Notification shall be submitted as instructed in the Contact Information section below. Email notification is preferred.
- 3.2 Within 30 days of completion of the project activities described in this Agreement, Permittee shall submit photos, notification of project completion and any other project related reports to CDFW as instructed in the Contact Information section below. Email submittal is preferred.

### CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

**To Permittee:**

Mike Bartlett  
California Department of Transportation  
703 B Street  
Marysville, CA 95901  
[mike.bartlett@dot.ca.gov](mailto:mike.bartlett@dot.ca.gov)  
530-788-3259

**To CDFW:**

California Department of Fish and Wildlife  
North Central Region  
1701 Nimbus Road  
Rancho Cordova, CA 95670  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2014-0057-R2  
Fax: 916-358-2912  
[R2LSA@wildlife.ca.gov](mailto:R2LSA@wildlife.ca.gov)

**LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

**SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement. Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource. Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire five years from the date signed by CDFW, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

## **EXHIBITS**

The document(s) listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A.** Exhibit A: 4.1.3 Avoidance and Minimization Measures, pages 19-20

## AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.


## AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

## CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

### FOR CALIFORNIA DEPARTMENT OF TRANSPORTATION

  
Mike Bartlett

5/9/14  
Date

### FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

*tr*   
Tina Bartlett  
Regional Manager

5/15/14  
Date

Prepared by: JB Garcia, Senior Environmental Scientist (Specialist)

## Exhibit A

vegetation and provided little in the way of an unobscured channel for fish passage (see photographs 3 and 5).

### 4.1.2 Effects Analysis

Project actions would require ground-disturbing activities by heavy equipment operating near perennial and intermittent creeks and ephemeral drainages. Fine sediment and turbidity in aquatic areas have the potential to impact aquatic organisms. Project-related sedimentation and turbidity will be minimized through implementation of the following avoidance and minimization measures.

### 4.1.3 Avoidance and Minimization Measures

Implementation of the following measures will substantially reduce the potential for degradation of aquatic habitat in the action area.

**01-Establish Environmentally Sensitive Areas:** Additional direct and indirect impacts to sensitive biological resources, including jurisdictional waters, throughout the project area will be avoided or minimized by designating these features outside of the construction impact area as "environmentally sensitive areas" (ESAs) on project plans and in project specifications. Design personnel will coordinate with environmental personnel during the development of the project to determine the exact locations of proposed ESA areas. ESA information will be shown on contract plans and discussed in the Special Provisions. ESA provisions may include, but are not limited to, the use of temporary orange fencing to delineate the proposed limit of work in areas adjacent sensitive resources, or to delineate and exclude sensitive resources from potential construction impacts. Contractor encroachment into ESAs will be prohibited (including the staging/operation of heavy equipment or casting of excavation materials). ESA provisions will be implemented as a first order of work and remain in place until all construction activities are complete.

**02-Minimize Disturbance to Creek Channel and Adjacent Areas:** Disruption of all streambeds and adjacent riparian corridors will be minimized. All stream and riparian habitat areas outside of the construction limits will be designated as ESAs as detailed in measure 01.

Disturbed areas within the construction limits will be graded to minimize surface erosion and siltation into streambeds. Any access routes will be removed after each construction season, and the streambed will be re-graded back to pre-construction conditions. Streambanks and adjacent areas that are disturbed by construction activities will be stabilized to prevent erosion during subsequent storms and runoff. Bare areas will be covered with mulch and re-vegetated to pre-project conditions.



**03-Containment Measures / Construction Site Best Management Practices (BMPs):** No construction material or debris will be allowed to enter surface waters or their channels. BMPs for erosion control (such as sediment fencing and fiber rolls) will be implemented and in place prior to, during, and after construction in order to ensure that no silt or sediment enters surface waters.

Caltrans' Standard Specifications require the Contractor to submit a Storm Water Pollution Prevention Plan (SWPPP). This plan must meet the standards and objectives to minimize water pollution impacts set forth in section 7-1.01G of Caltrans' Standard Specifications. The SWPPP must also be in compliance with the goals and restrictions identified in the Central Valley Water Quality Control Board's Basin Plan. Any additional measures included in the 401 certification, 1601 Agreement, or 404 permit will be complied with. These standards/objectives, or BMPs, include but are not limited to:

- 1) Where working areas encroach on live or dry streams, lakes, or wetlands, RWQCB-approved physical barriers adequate to prevent the movement or discharge of sediment into these systems will be constructed and maintained between working areas and streams, lakes, or wetlands. During construction of the barriers, discharge of sediment into streams will be held to a minimum.
- 2) Oily or greasy substances originating from the Contractor's operations will not be allowed to enter or be placed where they will later enter a live or dry stream, pond, or wetland.
- 3) Asphalt concrete will not be allowed to enter a live or dry stream, pond, or wetland.

**04-Restore Riparian and Stream Habitat Disturbed by Construction:** Prior to vegetation removal, the area will be surveyed by a qualified biologist or landscape architect for a complete accounting of species and their quantities present within the construction limits. Upon completion of the construction project, streambanks will be permanently stabilized and the riparian areas will be re-planted with appropriate native species. Stream channels will be re-graded to pre-construction conditions.

#### **4.1.4 Determination**

Implementation of the following measures will substantially reduce the potential for degradation of aquatic habitat. Caltrans has determined that the proposed action "may affect, but is not likely to adversely affect" Lahontan cutthroat trout. Caltrans is requesting concurrence from the USFWS based on the rationale that it is unlikely LCT will be present in the action area.

## **AGREEMENTS**

USDA, LETTER OF CONSENT, EXHIBIT 01



United States  
Department of  
Agriculture

Forest  
Service

Pacific  
Southwest  
Region

Regional Office, R5  
1323 Club Drive  
Vallejo, CA 94592  
(707) 562-8737 Voice  
(707) 562-9240 Text (TDD)

File Code: 2730

Date: APR 23 2014

Mr. Vincent P. Mammano  
Division Administrator  
Federal Highway Administration  
650 Capitol Mall, Suite 4-100  
Sacramento, CA 95814

Dear Mr. Mammano:

By letter, dated January 21, 2014, the Federal Highway Administration requested the appropriation and transfer of National Forest System lands within the Lake Tahoe Basin Management Unit for right-of-way for the operation and maintenance of various parcels along State Route 89 and appurtenant highway facilities. This highway and appurtenant facilities are located in El Dorado County, California, and are described in the enclosed Highway Easement Deed. After reviewing your request, on April 18, 2014, Forest Supervisor Nancy Gibson recommended that a Letter of Consent should be issued.

I concur with the recommendation and issue this Letter of Consent for the appropriation and transfer of National Forest System land under the provision of sections (107 (d)) and 317 of the Act of August 27, 1958, (72 Stat. [893] 3/916; 23 U.S.C. 317). In addition, this letter serves as right-of-entry pending execution of the deed, and is subject to the stipulations entitled "Exhibit 01" enclosed with this letter, which shall be included in the Department of Transportation easement issued by the Federal Highway Administration.

If you have questions please contact Keaton Norquist at (707) 562-8861.

Sincerely,

*for*  
RANDY MOORE  
Regional Forester

Enclosure

cc: Nancy J Gibson



America's Working Forests - Caring Every Day in Every Way

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### Exhibit 01

This transfer is subject to the following terms and conditions:

1. If outstanding valid claims exist on the date of this grant, the Grantee shall obtain such permission as may be necessary on account of any such claims.
2. The right-of-way shall be nonexclusive, with the Forest Service retaining all rights to issue authorizations for uses not inconsistent or incompatible with highway use. The Forest Service shall consult with the Grantee on appropriate stipulations to protect the roadway facility prior to the issuance of such authorization.
3. The Forest Service retains the right to any merchantable timber and all other resource materials not specifically appropriated, within the boundaries of the appropriation. The Grantee will notify the Forest Service which timber or other resource materials within the appropriation are scheduled to be removed and the Forest Service will determine whether a timber sale or other authorization for removal is appropriate.
4. All signing within the right-of-way will be installed and maintained by the Grantee. The Grantee will provide signs to mark National Forest boundaries (both for entering and leaving), intersecting Forest Service roads, directional signs to nearby National Forest information facilities which are staffed throughout the year, and signs to geographic or recreation areas. All signing will be in accordance with the Manual on Uniform Traffic Control Devices. Where feasible, the Grantee will install displays (panels or posters), furnished by the Forest Service, at Interstate rest stops near National Forest lands.
5. The Forest Service may provide conditions protecting the adjacent National Forest System lands from construction and maintenance activities which may cause off-right-of-way adverse effects, such as wildfire, chemical control of vegetation and animals, runoff drainage, and revegetation with nonnative species.
6. The Grantee and the Regional Forester shall make determination as to the necessity for archaeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility, is to be undertaken by the Grantee in compliance with the acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-47011), and State laws where applicable.
7. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of operation and maintenance of an existing highway and does not include the grant of any rights for non-highway purposes or facilities, provided that the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United State Code and of the Federal Highway Administration regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and, in any case, the Grantee and the Federal Highway Administration shall be consulted prior to the

exercise of such rights; and, provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other United States Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.

8. Consistent with highway safety standards, the Grantee shall:
  - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the existing highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
9. The Grantee shall establish no borrow, sand, or gravel pits; stone quarries, permanent storage areas; sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way; unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
10. The Grantee shall maintain the right-of-way clearing by means of chemicals only after consultation with the Regional Forester. Consultation must address the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
11. The Grantee will notify the Forest Service when the need for the appropriation no longer exists. Upon notification, Forest Service will either (1) accept the highway as is, or (2) require rehabilitation standards that the Grantee must complete. Upon completion of the rehabilitation and/or acceptance of same by the Forest Service, the Grantee will execute a Director's Quit Claim Deed, quitclaiming all rights, title, and interest of the Grantee in the highway to the forest Service. Upon recordation of the Director's Quit Claim Deed, the lands appropriated will immediately revert to the Forest Service without further legal action.
12. The Grantee will reestablish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior. Other land monuments and property corners or witness markers shall not be damaged, destroyed, or obliterated without the prior permission of the Regional Forester and shall be relocated or reestablished in accordance with standards satisfactory to the Regional Forester.
13. A noxious weed risk assessment will be conducted. If invasive species are found, a noxious weed plan must be prepared in consultation with the Forest Service which sets forth in detail the plan for surveying, preventing, reporting, controlling and monitoring noxious weed populations in the authorized areas and within the State's area of responsibility. The weed plan will set forth in detail the measures that will be taken by the State, its employees, contractors, and subcontractors, and their employees. These measures may include, where appropriate, equipment inspection for soil, seeds, and vegetative matter, equipment cleaning, and use of

weed-free materials (soil, gravel, straw, mulch, etc.) and seed mixes. The weed plan shall be made available to all bidders prior to awarding a contract and the State shall cause its contractors to comply with all provisions of the weed plan. Such plans shall be reviewed periodically by the Forest Service for adherence to standards. A current list of invasive species is available at the Forest Supervisor's Office.

14. The Forest Service reserves all rights of ownership, including access and maintenance, for existing Forest Service facilities that are within the ROW and easement.





Dist	County	Route	Sheet No.	Sheet Total
03	ED	89	13.8/18.0	X X

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

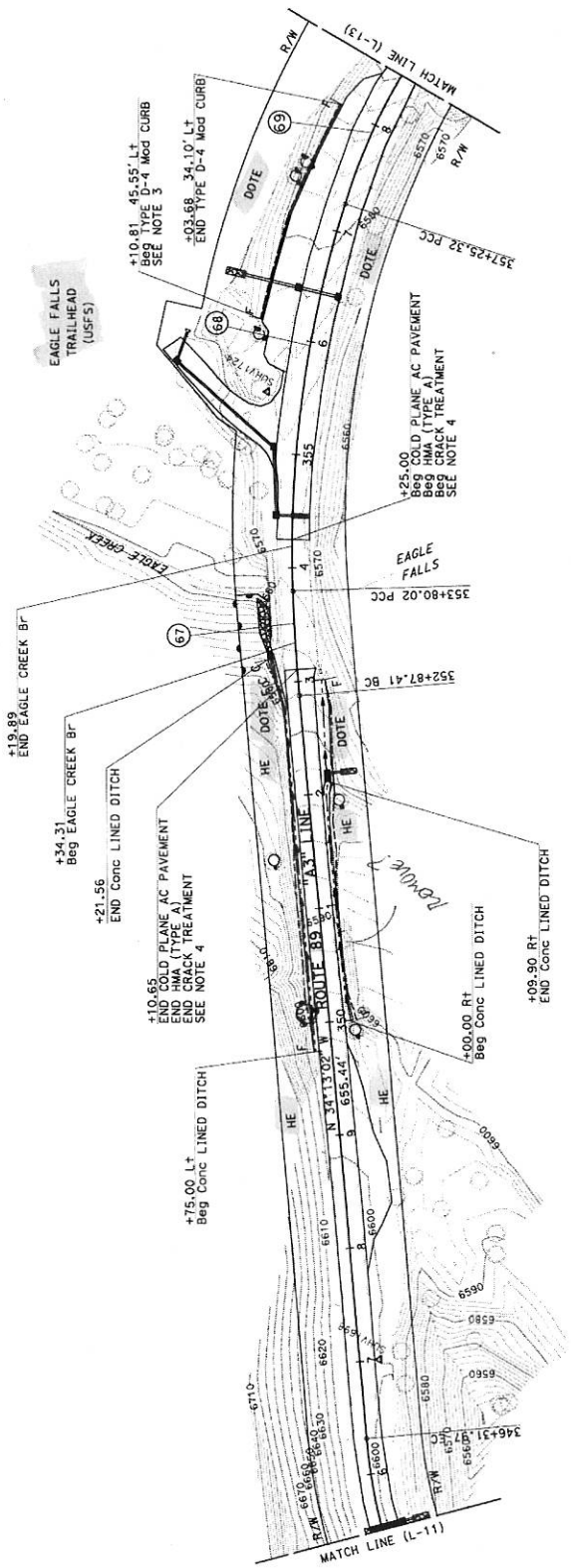
DATE PLOTTED 04-21-14

DATE PLOTTED 04-21-14

DATE PLOTTED 04-21-14

NOTES:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. FOR ABBREVIATIONS AND LEGEND INFORMATION, SEE LAYOUT SHEET L-1.
3. SEE CONSTRUCTION DETAIL SHEET C-21 FOR CURB TYPE AND CURB DETAILS.
4. NO COLD PLANE AC PAVEMENT OR HMA (TYPE A) OVER EAGLE CREEK BRIDGE.



CURVE DATA

No.	R	A	T	L
67	1700'	37°16"	46.31'	92.60'
68	1010'	19°35'19"	174.35'	345.31'
69	575'	20°18'42"	103.00'	203.84'

LAYOUT  
SCALE: 1" = 50' L-12

PROJECT NUMBER & PHASE  
UNIT 0305  
01120001201

RELATIVE HORIZONTAL SCALE  
1" = 100'

USER NAME: 03050002746012.dgn  
DON FILE: 03050002746012.dgn

BINDER LAST REVISED: 1/2/2010

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED	DESIGNED BY	MAHMOUD DELAM	DATE REVISED BY	X	X
NORTH REGION	CHECKED BY	FERMIN BARRIGA	DATE REVISED BY	X	X	X	X
DIVISION OF ENGINEERING	CHECKED BY	FERMIN BARRIGA	DATE REVISED BY	X	X	X	X
CARLOS A. PORTILLO	CHECKED BY	FERMIN BARRIGA	DATE REVISED BY	X	X	X	X

**ADDITIONAL INFORMATION**  
NATINA ESTIMATE  
FOR STEEL ITEMS TO BE STAINED

# NATINA

License #983993

Expires: 05/31/15

Page No. 1 of 1

P.O. Box 4563  
Palm Desert, CA 92261  
(877) 762-8462

## ESTIMATE

PROPOSAL SUBMITTED TO <b>Caltrans</b> <b>Attn: Santiago Cruz-Roveda</b>		TODAY'S DATE 5/2/14	LOCATION Emerald Bay
PHONE NUMBER <b>(530)741-4282</b>	FAX NUMBER	CONTRACT NUMBER EA 03-1A843	
ADDRESS, CITY, STATE, ZIP <b>703 B Street</b> <b>Marysville, CA 95901</b>		CLIENT Caltrans	

We propose hereby to furnish Natina staining material and labor necessary for the completion of:

Material	Apply Natina Steel stain to:	Unit Price	Total
	3,575 LF MBGR (wood post)	\$6.25/LF	\$22,343.75
	984 LF 6' tall steel posts (i.e. 164 steel posts)	\$4.50/LF	\$4,428.00
	4 EA Alternative In-line Terminal System	\$215.00/Each	\$860.00
	4 EA Transition Railing (Type WB-31)	\$175.00/Each	\$700.00
	2 EA Transition Railing (Type WB)	\$165.00/Each	\$330.00
	8 EA Alternative Flared Terminal System	\$275.00/Each	\$2,475.00
	108 LF Roadside Sign, 2.5"x2.5" square tube , 12' long	\$3.75/LF	\$405.00
	9 EA Back Brace & Hardware for Roadside Signs	\$4.95/Each	\$44.55
	Shipping from our Mecca, CA facility back to the jobsite	\$3,950.00	\$3,950.00
<b>TOTAL:</b>			<b>35,536.30</b>

**PLEASE NOTE:** This quote expires one year from the date above and includes all labor, material, taxes, and delivery of stained items to the jobsite. **Items to receive color treatment must be shipped to our facility located at 95875 Avenue 70, Mecca, CA 92254.** Staining of posts and hardware for the above items are included in the above pricing.

**Proposal Includes:** Staining of above items. Material needed for any touch-ups required to fix any scratches caused during transportation and/or installation. Touch-ups are done by applying Natina Steel to the scratched areas with a sponge and are fairly simple. Shipping from our facility to the jobsite or installer.

**Proposal Excludes:** We only do the staining and do not supply the items to be stained. Touch-ups needed to repair any of the color/finish harmed during transportation or installation. Shipping to our facility in Mecca, CA.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:  
Thirty-five thousand five hundred thirty-six and 30/100 dollars ( \$35,536.30 )

Payment as follows: Due when application is completed

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized  
Signature



Note: this proposal may be withdrawn by us  
if not accepted within 365 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_